BILL NO. S-86-07-07

SPECIAL ORDINANCE NO. S- 119-86

AN ORDINANCE approving the Contract for Sanitary Sewer Res. #899-86 - Ludwig Circle, by the City of Fort Wayne, Indiana with Land Excavating, Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Sanitary Sewer Res. #899-86 - Ludwig Circle, by the City of Fort Wayne, Indiana with Land Excavating, Inc., in connection with the Board of Public Works and Safety, for:

> the elimination of pollution within the immediate area as described: The South One Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East in Allen County, Indiana, except the North 663.8' of the East 792.9' of said South One-Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East, Allen County, Indiana. This is a Barrett Law Revolving Fund project.

the Contract price is One Hundred Thirty-Five Thousand Four Hundred Twenty-Four and 85/100 Dollars ($135,424.85), all as more particularly set forth in said Contract, and which is on file with the Office of the Board of Public Works and Safety and is, by reference, incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.

DATE: 7-8-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 7-22-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE ~~(RESOLUTION)~~ NO. S-119-86 on the 22nd day of July, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of July, 19 86, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of July, 19 86, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)

PROJECT: Ludwig Circle Sanitary Sewer Contract No. _____

CONTENTS

Resolution No. 899-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
X	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial Statement Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/4	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

		Project Plans Drawing # SY- 1150
		General Specifications and Conditions
		Detail Standard Construction Standards
		WPCE Department, City of Fort Wayne
X	EA/1-EA/4	Escrow Agreement
X	RW/1	Right-of-Way Cut Permit
X	NP/1	Notice to Proceed
X		Change Order - Specimen Form

DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date
	Jack Brian	6-4-86		

****

BID SUBMITTED

Land Excavating, Inc.
Contractor

By: Jack Brian

Its President

Offer Date June 11, 1986

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance J. Adams
O.C.2/85

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONRACT

CITY OF FORT WAYNE
Board of Public Works & Safety

David J. Kent

J.D. Conrad

CITY OF FORT WAYNE

Win Moses, Jr., Mayor

AWARD Date 6-18-86

SCHEDULE
Board of Public Works & Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

"Ludwig Circle Sanitary Sewer" - Resolution 899-1986, "AMENDED"

All work will be performed in accordance with: Resolution No. 899-1986, Instructions to Bidders, Bond Forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF $212,472.85. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues a written notice to proceed. All work shall be completed within ___ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X". It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ___ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United State of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85
B.O.W. Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 11 day of June, 1986.

Land Excavating, Inc.
Name of Corporation

By: Jack Brown
President

ATTEST:

Steve Elonzo

PROJECT NAME: "LUDWIG

DATE

Resolution 899-1986, "AMENDED"

ITEM	DESCRIPTION		UNIT	UNIT PRICE	EXTENSION
	10" Sewer Pipe	18,897.20+	952± LF	19.85	18,897.20
2	8" Sewer Pipe	42,853.50+	3,210± LF	13.35	42,853.50
3	6" T or WYE (inc	2,640.00+	33± EA	80.00	2,640.00
4	6" Building Sewe:	11,790.00+	1,310± LF	9.00	11,790.00
5	48" Manhole Type	18,530.00+	17± EA	1,090.00	18,530.00
6	Special Backfill	3,291.75+	415± SY	9.45	3,291.75
7	Remove and Replac	900.00+			
	4" to 12"	4,000.00+	200± LF	4.50	900.00
8	Tree and Brush Re:	11,426.40+	Lump Sum	4,000.00	4,000.00
9	Asphalt Pavement	670.00+	529± SY	21.60	11,426.40
10	Asphalt Drive Rem	246.00+	50± SY	13.40	670.00
11	6" Concrete Driv	335.00+	20± SY	12.30	246.00
12	Concrete Curb	3,745.00+	25± LF	13.40	335.00
13	Fence Removal and	7,300.00+	1,070± LF	3.50	3,745.00
14	Shrub Removal and Replacement	8,800.00+			
	(See SP)		Lump Sum	7,300.00	7,300.00
	2" Seeding and Mulch CFW Standard includ.				
	Top Soil		22,000± SY	.40	8,800.00

15

135,424.85*

UMMATION OF AA/EEO Statement will be (circle one)

- Participating Member of Fort Wayne Area Plan
- Union Contractor
- Federal Register
- Percentage participation Goal Statement

_____%

Total Construction Cost	$ 135,424.85
Engineering & Inspection	$
Advertising Cost	$

PROJECT NAME: LUDWIG

ITEMS

DATE

ution 899-1986, "AMENDED"

	DESCRI		UNIT	UNIT PRICE	EXTENSION
	Special Structure	550.00+	1± EA	550.00	550.00
2	Manhole Type II-C	1,900.00+	1± EA	1,900.00	1,900.00
3	Manhole Type V-G	1,900.00+	1± EA	1,900.00	1,900.00
4	Manhole type I-G	2,360.00+	4± EA	590.00	2,360.00
5	Manhole Type I-A	2,360.00+	4± EA	590.00	2,360.00
6	29x45 Class HIV R	3,432.00+	52± LF	66.00	3,432.00
7	36" RCP Class III	18,240.00+	400± LF	45.60	18,240.00
8	27" RCP Class III	4,976.00+	160± LF	31.10	4,976.00
9	24" RCP Class III	33,900.00+	1,500± LF	22.60	33,900.00
10	18" RCP Class III	495.00+	15± LF	33.00	495.00
11	12" RCP Class III	4,410.00+	252± LF	17.50	4,410.00
12	Lower existing hea	250.00+	Lump Sum	250.00	250.00
13	Base Stabilization	1,200.00+	Lump Sum	1,200.00	1,200.00
14	Construction Swale	300.00+	Lump Sum	300.00	300.00
15	Bulkheading Existi	75.00+	1± EA	200.00	200.00
16	Reconstruct Exist	200.00+	1± EA	500.00	500.00
17	CFW STandard Inlet w Type G Casting	500.00+			
		77,048.00*			
		C			
	ALTERNATE				
	27" RCP Class III		1,660± LF	31.10	51,626.00
	Grouting 12", 18", 24" VCP		300± CY	155.00	46,500.00

UMMATION OF AA/EEO Statement will be (circle one)

- Participating Member of Fort Wayne Area Plan
- Union contractor
- Federal Register
- Percentage Participation Goal Statement

_____%

Total Construction Cost	$ 77,048.00
Advertising Cost	$
Engineering & Inspection	$

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Copeland & Sons	Chestnut St.	Hauling
2.		
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Soils Engineering & Excavating, Inc.		Hauling
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:_____
_____
_____
_____

2. We have taken the following steps in an attempt to comply with these participation goals:_____
_____
_____
(attach additional sheets as necessary)

Contractor Land Excavating, Inc. Contractor _____

By _____ By _____

Its President Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____

_____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

_____

_____

_____

_____.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By _____

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and any

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Jack Braun

Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 11 day of June, 1986.

My Commision Expires:

April 28, 1990

Jack Braun
Notary Public
Resident of Noble County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

****

Subscribed and sworn to before me by _____
this ____day of _____, 198____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Jack Braun, the President, of Land Excavating, Inc.

Position Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:

2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 6-11-86

Jack Braun
Signature

Jack Braun, President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 11 day of June, 1986.

Joy Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

Wednesday, June 11, 1986

Board of Public Works & Safety
Office of the Board
Room 910, City-County Building
Hearing held at 9:00 a.m.

D. J. Kiester, Member
C. R. Simon, Member
L. D. Consalvos, Member

Helen V. Gochenour, Clerk

1. RECEIVE BIDS

Mon.
Award

Res. 899-86 - Ludwig Park Sewer (Amended)

✓ ALL STAR CONST.	145,794.41	San.
	90,377.00	Storm
✓ BERCOT, INC.	154,902.50	San.
	105,017.40	Storm
✓ JOHN DEHNER, INC.	184,817.50	San.
	117,205.00	Storm
→ ✓ LAND EXC. INC.	135,424.85	San.
	77,048.00	Storm
✓ T-G EXCAVATING	166,648.35	San.
	112,321.00	Storm

Engineer's Estimate San. $155,059.00
Storm 110,475.00

Res. 421-86 - Oswego Sanitary Sewer Line Repair

Mon.
Award

ALL STAR CONST.	—
→ ✓ BERCOT, INC.	32,550.00
✓ JOHN DEHNER, INC.	39,736.70
✓ LAND, INC.	34,455.00
T-G EXCAVATING	

Engineer's Estimate $15,000.00

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc., does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Land Excavating, Inc., that same does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 11th day of June, 1986.

Land Excavating, Inc.
(Name of Bidder/Vendor)

Jack Braun, President
(Name and Title of Person Signing)

Bond No. B 61 80 69

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY
City-County Building
Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, in the amount of ONE HUNDRED THIRTY FIVE THOUSAND, FOUR HUNDRED

TWENTY FOUR AND 85/100 ---------- Dollars ($ --135,424.85----), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated June 23, 1986, entered into a contract with Owner for

Ludwig Circle Sanitary Sewer - Resolution 899-1986

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 25th day of June 19 86

X Joey Bryan (Witness)

X Julie M. Bossard (Witness)

LAND EXCAVATING, INC. (Seal)
(Principal)
BY: Jack Bryan, President
(Title)

RELIANCE INSURANCE COMPANY
BY: Fred L. Tagtmeyer
Fred L. Tagtmeyer, (Title) Attorney-in-Fact

Performance Bond
Revised to February, 1970
SB 5715ax (1) Printed in U.S.A.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY
City-County Building, Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of ONE HUNDRED THIRTY FIVE THOUSAND, FOUR HUNDRED TWENTY FOUR AND 85/100 --------- Dollars ($ --135,424.85),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated June 23, 1986, entered into a contract with Owner for Ludwig Circle Sanitary Sewer - Resolution 899-1986

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 25th day of June 1986.

LAND EXCAVATING, INC. (Seal)
(Principal)

X
(Witness)

By X
(Title)

RELIANCE INSURANCE COMPANY

X Julie M. Bassard
(Witness)

By X Fred L. Tagtmeyer
Fred L. Tagtmeyer Attorney-in-fact

Labor and Material Payment Bond
Revised to February, 1970

SB 5715ax (2) Printed in U.S.A.
BDR-2304A – ED. 7-71

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By [signature]

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

[signature]

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

My Commission Expires:

May 24, 1986

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 25th day of June 1986.

Assistant Secretary [signature]

BDR-1431 Ed. 6/79

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we LAND EXCAVATING, INC.
P. O. Box 192
LaOtto, IN 46763

as Principal, hereinafter called the Principal, and the RELIANCE INSURANCE COMPANY of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FORT WAYNE, Board of Public Works and Safety, City-County Building, Fort Wayne, Indiana

as Obligee, hereinafter called the Obligee, in the sum of 5% of the amount of the attached

bid - Dollars ($ - - - - - - - - - - - -),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Ludwig Circle Sanitary & Storm Sewer
Resolution 899-1986

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 11th day of June A.D. 19 86

Joy Braun
(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

Jack Braun
(Title) PRESIDENT

RELIANCE INSURANCE COMPANY

Gerald C. Kramer, Jr., Attorney-In-Fact

BDR-2305 Ed. 10-73

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Donald R. Rush, Gerald C. Kramer, Jr., Fred L. Tagtmeyer, Walter E. Manske, Louis H. Andrews, William G. Niezer and George A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 15th day of August 1983.

RELIANCE INSURANCE COMPANY

By _____

Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 15th day of August, 1983, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 11th day of June 1986

Assistant Secretary

BDR-1431 Ed. 6/79

7538

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Sanitary Sewer Res. #899-86 - Ludwig Circle

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety I-86-07-07

SYNOPSIS OF ORDINANCE The Contract for Sanitary Sewer Res. #899-86 - Ludwig Circle is for the elimination of pollution within the immediate area as described: The South One Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East in Allen County, Indiana, except the North 663.8' of the East 792.9' of said South One-Half (½) of the Northeast Quarter (¼) of Section 14, Township 31 North, Range 12 East, Allen County, Indiana. This is a Barrett Law Revolving Fund project.

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $135,424.85

ASSIGNED TO COMMITTEE _____

5

BILL NO. S-86-07-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for Sanitary Sewer Res. #899-86 - Ludwig Circle, by the City of Fort Wayne, Indiana with Land Excavating, Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
	PAUL M. BURNS CHAIRMAN	
	THOMAS C. HENRY VICE CHAIRMAN	
	BEN A. EISBART	
	JAMES S. STIER	
	MARK E. GiaQUINTA	

CONCURRED IN 7-22-86

SANDRA E. KENNEDY
CITY CLERK